

advertisements and the product fulfillment items having been created by the creation computer;

receiving over the network a request for a digital advertisement from a user;

causing the digital advertisement to be sent to the user over the network;

receiving over the network from the user a product request message identifying an advertised product;; and

causing the product to be sent to the user in accordance with a product fulfillment item corresponding to the product;

at least a portion of the digital advertisements transmitted by the creation computer to the merchant computer over the network being authenticated by at least one digital signature.

#### REMARKS

Applicant notes that the Office action dated July 6, 1998 apparently crossed in the mail with a preliminary amendment filed by the applicant on June 22, 1998 and an information disclosure statement filed by the applicant on June 23, 1998. The above-recited claims incorporate the June 22, 1998 amendments as well as the additional underlined language.

Applicant respectfully traverses the Examiner's rejections of the claims over the Internet site Amazon.com because there is no *prima facie* case that the Internet site Amazon.com is prior art.

The filing date of the parent of the present continuation application is October 24, 1994. The enclosed pages

from the Amazon.com site state, "We opened our virtual doors in July of 1995 ...." Thus, the Amazon.com site does not appear to be prior art. Applicant has noted the Examiner's statement that "Amazon.com has been operating since 1994," but this statement is contradicted by the Amazon.com site itself.

Claims 15 and 16 as amended are directed toward the concept of a server transmitting a statement document that includes purchase transaction records to a client computer, the client computer causing a transaction detail hypertext link corresponding to the portion of the statement document to be activated in response to a request from a client user, and a server transmitting a transaction detail document to the client computer. One embodiment of this aspect of the invention is illustrated in Figures 11 and 12. The purchase transaction record and the transaction detail document may include some or all of the components respectively described in the accompanying text at page 16, line 16 through page 17, line 20. This concept is not disclosed or suggested by the prior art, including the references discussed in the preliminary amendment filed on June 22, 1998.

New claims 37 and 38 require at least a portion of the digital advertisements transmitted by the creation computer to the merchant computer over the network being authenticated by at least one digital signature. This claim language is supported by the application as filed at page 8, line 12 through page 10, line 9. In particular, this portion of the application as filed states that the creation computer transmits contents of the advertising document database to the merchant computer, the merchant computer fetches an advertising document from this

database and sends it to the buyer computer, and the user browses through the advertising document and requests a product, resulting in the buyer computer sending a payment URL that includes an authenticator that is a digital signature. Thus, the advertising document sent by the creation computer to the merchant computer must necessarily include the payment URL that includes the authenticating digital signature.

Applicant submits that all of the claims are now in condition for allowance, which action is requested.

A check in the amount of \$164 is enclosed in payment of the extra claim fee. Please charge any additional fees that might be required, or apply any credits, to Deposit Account No. 06-1050.

Respectfully submitted,

Date: October 2, 1998

James E. Mrose  
James E. Mrose  
Reg. No. 33,264

Fish & Richardson P.C.  
225 Franklin Street  
Boston, MA 02110-2804  
Telephone: 617/542-5070  
Facsimile: 617/542-8906